

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION**

PROENERGY SERVICES, LLC. )  
                                  )  
                                  )  
                                 Plaintiff, )  
                                  )  
                                  )  
                                 v. )  
                                  )  
                                  )  
HB SOLAR OF SOUTHERN ) Case No. 2:12-CV-4079  
CALIFORNIA, INC. )  
                                  )  
                                  )  
                                  )  
                                  )  
                                  )  
                                  )  
                                 Defendant. )

**COMPLAINT**

COMES NOW Plaintiff, by and through counsel, and for their cause of action states:

1. ProEnergy Services, LLC, is a Missouri Limited Liability Corporation with its primary place of business in Sedalia, Pettis County, Missouri, located within the Central Division of the United States District Court for the Western District of Missouri.
2. HB Solar of Southern California is a California corporation located in Wilmington, California and the CEO is Lorenz David.
3. Under the terms of the contract venue is appropriate in any federal or state court in the state of Missouri. Therefore, venue is proper before this Court.
4. This Court has jurisdiction as the parties are citizens of different states for the purposes of diversity and the amount in controversy is in excess of \$75,000.00.
5. Plaintiff entered into a contract for the Defendant to provide labor for a project in Randolph, Massachusetts. A copy of the agreement is attached hereto as Exhibit A and hereby

incorporated by reference.

6. Under the terms of the contract Plaintiff would provide solar assembly technicians to work under the direction, control and supervision of Defendant. Defendant would then pay Plaintiff for the provision of these workers.

7. Plaintiff provided the solar assembly technicians and labor to Defendant. Plaintiff invoiced Defendant in the amount of \$92,202.65 for the provision of the technicians and labor.

8. The contract also provides for interest at the rate of 1.5% per month for all unpaid amounts. As of February 17, 2012, there was \$4,390.32 in accrued interest.

9. Plaintiff made demand upon Defendant via certified mail on February 17, 2012. A copy of the letter sent by Plaintiff's general counsel is attached hereto as Exhibit B. Additionally, Plaintiff timely invoiced Defendant of the amounts it owed and copies of said invoices are attached hereto as Exhibit C.

10. Plaintiff has complied with all the terms and conditions of the agreement.

11. Defendant has failed to make payment as required under the agreement and has not made payment even after demand was made.

12. As a result Plaintiff has been damaged by Defendant's breach of the contract in the sum of \$92,202.65 plus interest at the rate of 1.5% per month.

WHEREFORE, Plaintiff prays this Court enter judgment against Defendant in the amount of \$92,202.65 plus interest at the rate of 1.5% per month, for its costs herein expended and for such further and different relief as the Court deems just and proper.

KEMPTON AND RUSSELL

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